

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IC 3700 Flamingo Road LLC		12/05/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Column Financial, Inc.		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2849732	BEVERTAINERS	
<b>Registration Number:</b>	3077332	BEVERTAINMENT	
<b>Registration Number:</b>	1827883	CARNIVAL WORLD BUFFET	
<b>Registration Number:</b>	2709302	EXOTIC. UNINHIBITED. FUN.	
<b>Registration Number:</b>	3213527	GO WILD	
<b>Registration Number:</b>	3126836	JANELAS RESTAURANT & BAR	
<b>Registration Number:</b>	1997791	RIO	
<b>Registration Number:</b>	1845968	RIO	
<b>Registration Number:</b>	1984925	RIO	
<b>Registration Number:</b>	1908880	RIO	
<b>Registration Number:</b>	1997790	RIO	
<b>Registration Number:</b>	1845967	RIO	
<b>Registration Number:</b>	1757490	RIO ALL-SUITE HOTEL&CASINO	
<b>Registration Number:</b>	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
<b>Registration Number:</b>	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
<b>Registration Number:</b>	2053740	RIO LAS VEGAS	
<b>Registration Number:</b>	2207791	RIO LAS VEGAS	
<b>Registration Number:</b>	2221028	RIO LAS VEGAS	
<b>Registration Number:</b>	2207792	RIO LAS VEGAS	
<b>TRADEMARK</b>			

CH \$515.00 2849732

Property Type	Number	Word Mark
Registration Number:	1793006	RIO RITA

**CORRESPONDENCE DATA**

**Fax Number:** 2126983599

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2126983500

**Email:** patents@dechert.com

**Correspondent Name:** Dechert LLP

**Address Line 1:** Three Bryant Park

**Address Line 2:** 1095 Avenue of the Americas, 26th Floor

**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	377318-167387
<b>NAME OF SUBMITTER:</b>	Michael Riego
<b>SIGNATURE:</b>	/Michael Riego/
<b>DATE SIGNED:</b>	12/05/2019

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated December   5  , 2019, is made by **IC 3700 FLAMINGO ROAD LLC**, a Delaware limited liability company, having an address at c/o Dreamscape Companies LLC, 888 7<sup>th</sup> Avenue, 27<sup>th</sup> Floor, New York, New York 10019 (together with its permitted successors and/or assigns, “**Pledgor**”), in favor of **COLUMN FINANCIAL, INC.**, a Delaware corporation, having an address at 11 Madison Avenue, New York, New York 10010, as administrative agent for the benefit of Lender (as defined below) (in such capacity, together with its successors and/or assigns, “**Administrative Agent**”) and each Lender. Terms used but not defined herein shall have the meaning assigned to them in the Intellectual Property Security Agreement (defined below).

WHEREAS, Administrative Agent, in its capacity as administrative agent, and Administrative Agent, in its capacity as initial Lender, and the other Lenders thereto from time to time (collectively, together with their respective successors and/or assigns, “**Lender**”) have entered into that certain Loan Agreement, dated as of the date hereof (the “**Loan Agreement**”, and together with certain loan documents, dated as of the date hereof, as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which Lender agreed to make a loan to Pledgor, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, Pledgor, Administrative Agent and Lender have entered into that certain Intellectual Property Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce Lender to make the loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, Pledgor has granted to Administrative Agent, for the benefit of Lender, a security interest in, among other property, certain Intellectual Property of Pledgor, and Pledgor has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

SECTION 1. Grant of Security. Pledgor hereby pledges, and grants to Administrative Agent, for the benefit of Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in and Lien on all of Pledgor’s right, title and interest to and under the following, in each case, whether now owned or existing, or hereafter acquired or arising in (the “**Collateral**”):

- (a) all United States registered Trademarks, Trademarks for which United States applications are pending (except for Pledgor’s Trademark applications filed in the

United States Patent and Trademark Office on the basis of Pledgor's intent to use such marks pursuant to 15 U.S.C. § 1051 Section 1(b) for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral) and exclusive Trademark Licenses, including as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;

(c) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and

(e) all Proceeds of any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by Pledgor under this Trademark Security Agreement secures the payment of all Obligations of Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to Pledgor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Pledgor.

**SECTION 3. Recordation.** This Trademark Security Agreement has been executed and delivered by Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

**SECTION 4. Execution in Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Administrative Agent and Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to Administrative Agent, for the benefit of Lender, pursuant to the Intellectual Property Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to conflict of law principles).

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Exculpation. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Trademark Security Agreement and with the same force as if fully set forth herein.

SECTION 9. Termination. This Trademark Security Agreement shall terminate and Administrative Agent shall release the liens and security interests created by this Trademark Security Agreement upon the payment in full of the Debt and full performance of all other Obligations (other than contingent indemnification obligations for which no claims have been asserted and with respect to which there are no known claims reasonably likely to be asserted).

**[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**PLEDGOR:**

**IC 3700 FLAMINGO ROAD LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

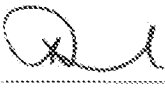
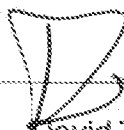
Name: Thomas Ellis  
Title: Vice President

[Signature Page to Trademark Security Agreement]

Acknowledged by:

ADMINISTRATIVE AGENT:

COLUMN FINANCIAL, INC.,  
a Delaware corporation, in its capacity  
as administrative agent for Lender

By:  \_\_\_\_\_  
Name:   
Title: **David Tlusty**  
**Authorized Signatory**

SCHEDULE A

TRADEMARKS

(a) Trademark Registrations:

<b>Country</b>	<b>Trademark Name</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Reg Date</b>
Australia	Rio (Block)	976316	10/29/2003	976316	3/22/2006
Canada	Club Rio (Logo)	1025328	8/10/1999	TMA562155	5/16/2002
Canada	Rio (Stylized Script)	1025327	8/10/1999	TMA590218	9/18/2003
European Union (Community)	Rio (Block)	12914859	5/27/2014	12914859	10/21/2014
European Union (Community)	Rio (Block)	3446804	10/22/2003	3446804	4/16/2007
European Union (Community)	Rio (Stylized Script)	12914891	5/27/2014	12914891	10/21/2014
European Union (Community)	Rio (Stylized Script)	3446838	10/22/2003	3446838	5/3/2007
Hong Kong	Play Rio (Block)	99 10353 & 99 10354	8/4/1999	2002B04804 AA	8/4/1999
Hong Kong	Rio (Stylized Script)	300580789	2/14/2006	300580789	2/14/2006
Hong Kong	Rio (Stylized Script)	99 10355 & 99 10356	8/4/1999	2003B00266 AA	8/4/1999
Mexico	Only at the Rio All-Suite Casino Las Vegas Style (Design)	542150	4/8/2002	749911	4/8/2002
Mexico	Only at the Rio All-Suite Casino Resort Las Vegas (Design) (Color)	542148	4/8/2002	749909	4/8/2002
Mexico	Play Rio (Block)	396368	10/25/1999	711426	10/25/1999
Mexico	Rio (Stylized Script)	1820541	11/14/2016	1732319	3/14/2017
Mexico	Rio (Stylized Script)	1934088	8/17/2017	1825570	11/28/2017
Mexico	Rio (Stylized Script)	396371	10/25/1999	637690	10/25/1999
Mexico	Rio All Suite Hotel & Casino (Design)	1820531	11/14/2016	1826347	11/28/2017
Mexico	Rio All Suite Hotel & Casino (Design)	1005988	5/13/2009	1132083	11/26/2009



Mexico	Rio All-Suite Casino Resort Las Vegas (Design) (Color)	542149	4/8/2002	749910	4/8/2002
Nevada	All American Bar & Grille (Design)	SM00240833	11/12/1991	SM00240833	11/12/1991
Nevada	Buzios Seafood Restaurant (Design)	SM00280648	11/21/1995	SM00280648	11/21/1995
Nevada	Masquerade Village	SM00290285	8/8/1996	SM00290285	8/8/1996
Nevada	Rio Spa & Salon (Block)	E0575002010 -0	11/18/2010	E0575002010 -0	11/18/2010
Nevada	Rio Suite Hotel & Casino (Block)	TN00220821	7/6/1989	TN00220821	7/6/1989
Nevada	The Wine Cellar Tasting Room (Design)	SM00280937	4/15/1996	SM00280937	4/15/1996
Taiwan	Play Rio (Block)	(88) 38561	8/6/1999	S159466	2/16/2002
United Kingdom	Rio (Block)	3057253	5/27/2014	3057253	5/27/2014
United Kingdom	Rio (Stylized Script)	3057259	5/27/2014	3057259	5/27/2014
United States of America	Beverainers (Block)	78/217653	2/21/2003	2849732	6/1/2004
United States of America	Bevertainment (Block)	78/217642	2/21/2003	3077332	4/4/2006
United States of America	Carnival World Buffet (Block)	74/401180	6/14/1993	1827883	3/22/1994
United States of America	Exotic. Uninhibited. Fun.	76/438775	8/6/2002	2709302	4/22/2003
United States of America	Go Wild	78/911523	6/19/2006	3213527	2/27/2007
United States of America	Janelas (Design)	78/706472	9/2/2005	3126836	8/8/2006
United States of America	Rio (Block)	74/442025	9/29/1993	1997791	9/3/1996
United States of America	Rio (Block)	74/442024	9/29/1993	1845968	7/19/1994
United States of America	Rio (Sign Design)	74/442018	9/29/1993	1984925	7/9/1996
United States of America	Rio (Sign Design)	74/442012	9/29/1993	1908880	8/1/1995
United States of America	Rio (Stylized Script)	74/442020	9/29/1993	1997790	9/3/1996
United States of America	Rio (Stylized Script)	74/442021	9/29/1993	1845967	7/19/1994
United States of America	Rio All-Suite Hotel & Casino (Design)	74/021711	1/23/1990	1757490	3/9/1993
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732713	6/21/1999	2739407	7/22/2003
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732712	6/21/1999	2739406	7/22/2003
United States of America	Rio Las Vegas (Block)	74/442017	9/29/1993	2053740	4/22/1997
United States of America	Rio Las Vegas (Block)	74/442016	9/29/1993	2207791	12/8/1998

United States of America	Rio Las Vegas (Stylized Script)	74/442022	9/29/1993	2221028	2/2/1999
United States of America	Rio Las Vegas (Stylized Script)	74/442019	9/29/1993	2207792	12/8/1998
United States of America	Rio Rita (Block)	74/330889	11/13/1992	1793006	9/14/1993

(b) Material Unregistered Trademarks and Service Marks:

None